

A. G. Contract No. KR-90-1005-TRD  
ECS File: JPA 89-70  
Project: F-028-1(29)  
TRACS NO. 360 MA 12 H0456 04 C  
Section: Val Vista Dr.-Higley Rd.  
Project: F-028-1(30)  
TRACS NO. 360 MA 14 H0457 04 C  
Section: Higley Rd. - Power Rd.

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF MESA

THIS AGREEMENT is entered into 25 February 1990,  
pursuant to Arizona Revised Statutes Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF MESA, acting by and through its City Council, (the  
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 and Mesa City Charter Article 1, Section 103, to  
enter into this agreement and has by resolution, a copy of  
which is attached hereto and made a part hereof, resolved to  
enter into this agreement and has authorized the undersigned to  
execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the  
City to construct a reclaimed water line and to landscape  
certain areas within the right of way on the Superstition  
Freeway (SR 360) at the following location:

From centerline roadway station 654+60.00 to  
centerline roadway station 864+20.00, a net  
distance of approximately 3.96 miles.

NO. <u>14558</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>2-28-90</u>
<u>Jim Shumway</u> Secretary of State
By <u>[Signature]</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare Landscape Architectural plans for the landscape project. Upon review and concurrence by the City the State will submit them to the Federal Highway Administration for approval.
2. Upon approvals the landscape project will be constructed by the State using State and Federal funds apportioned to the State.
3. The City shall install the reclaimed water line and necessary water services for the irrigation systems from the water reclamation plant to the designated locations within the right of way of the Project, at the City's expense.
4. The City, at City's expense, shall furnish all water to the irrigation system for plantings during the construction contract and all water hereafter necessary to properly maintain the landscape within all areas of the Project.
5. The City shall prepare plans for the reclaimed water line on State's right of way. Upon review and concurrence by the State, the plans will be submitted to the Federal Highway Administration for approval.
6. The City shall maintain the reclaimed waterline on State right of way.
7. The reclaimed waterline on State right of way is intended to be used solely for the landscaping of the freeway and for municipal recreation areas. Prior to agreement renewal dates, as specified in Section III.2., State and City shall cooperate in an audit of the City's reclaimed water sales for public and private use. The two parties shall mutually agree upon compensation due the State for that portion of the reclaimed water used for private use.
8. The State shall maintain the landscaping and irrigation system generally within the areas of right of way under access control, furnishing all labor, materials (excluding water) and electrical power to maintain the same.
9. The City shall maintain the landscaping and irrigation system generally in right of way areas outside the access control and shall furnish all labor, materials and electrical

power necessary to maintain the same. The areas for maintenance by the State and by the City are shown in the Project Plans Maintenance Exhibit which is incorporated herein and made a part of this agreement.

10. The State and City hereby agree to maintain the landscaping and irrigation system for the areas according to the designations in the Project Plans Maintenance Exhibit. Maintenance shall include the care of all landscaping in accordance with accepted horticultural practices. Maintenance shall also include but not be limited to keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. Any changes, additions or deletions to the landscaping must have written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control on State Route 360 will meet the requirements of the Arizona Department of Transportation's "Traffic Control Manual for Highway Construction and Maintenance." All traffic control on crossroads will meet the requirements of the City of Mesa "Traffic Barricading Manual".

### III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping. Further, if this agreement is terminated the two parties shall enter into a lease agreement, cooperate in an audit of the City's reclaimed water sales for public and private use and mutually agree upon compensation due the State for that portion of the reclaimed water used for private use.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. The State and the City shall each have responsibility for their respective contractors and any claims brought against projects under each of their jurisdictions and shall hold the other harmless from such claims

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Engineering Consultants Services  
205 South 17 Avenue, Room 118E  
Phoenix, AZ 85007

City of Mesa  
City Manager  
55 North Center Street, P.O. Box 1466  
Mesa, AZ 85201

8. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF MESA

By

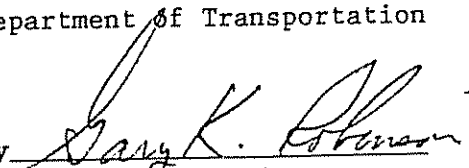


CHARLES K. LUSTER  
City Manager

STATE OF ARIZONA

Department of Transportation

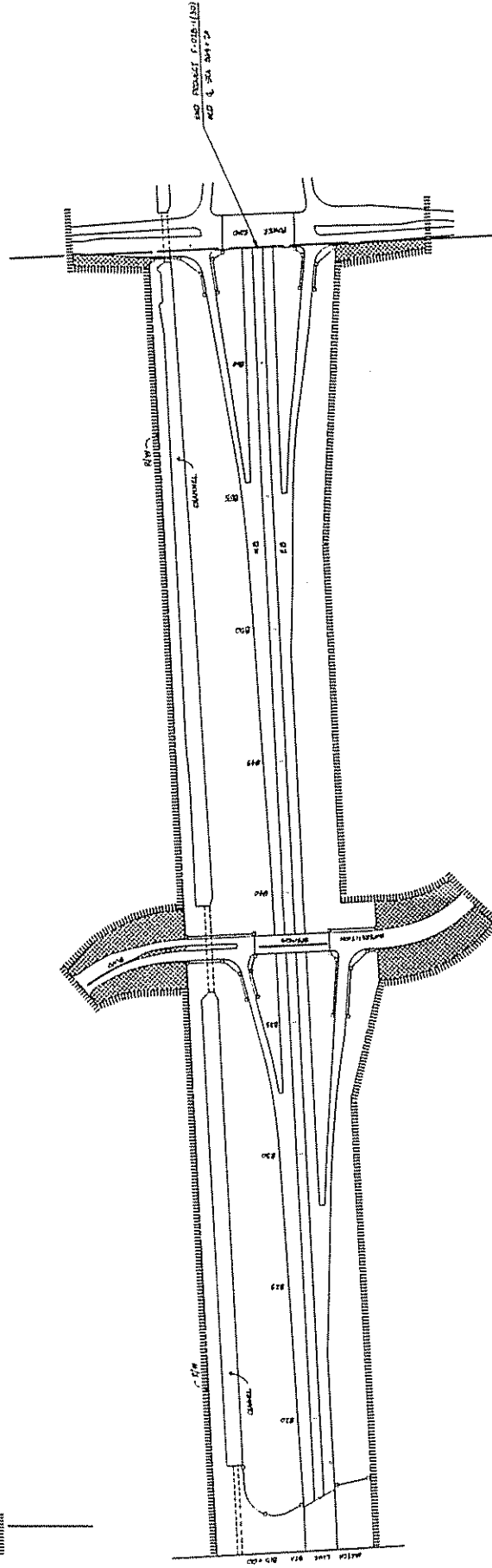
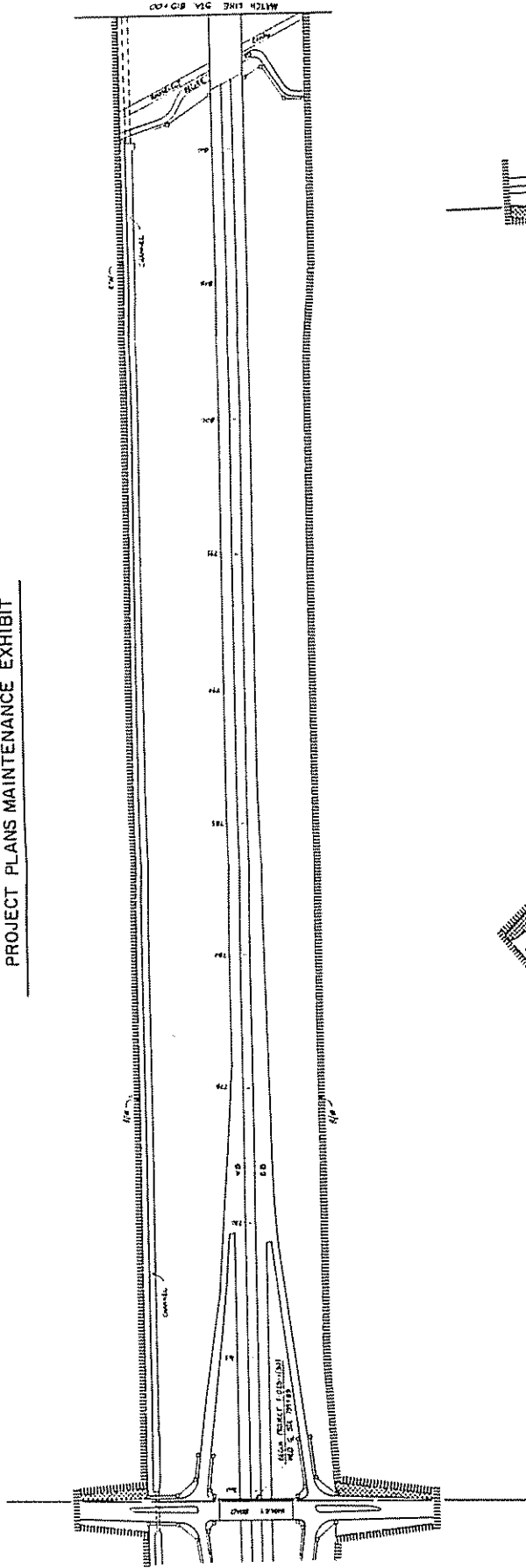
By



GARY K. ROBINSON  
Chief Deputy State Engineer

# PROJECT PLANS MAINTENANCE EXHIBIT

PROJECT NO.	360 HA 14
DATE	7/21
BY	7/21
SCALE	1" = 100'
PROJECT NO.	360 HA 14
DATE	7/21
BY	7/21
SCALE	1" = 100'



LANDSCAPE MAINTAINED BY CITY OF MESA  
WITHIN ADOT ACCESS CONTROL UNIT

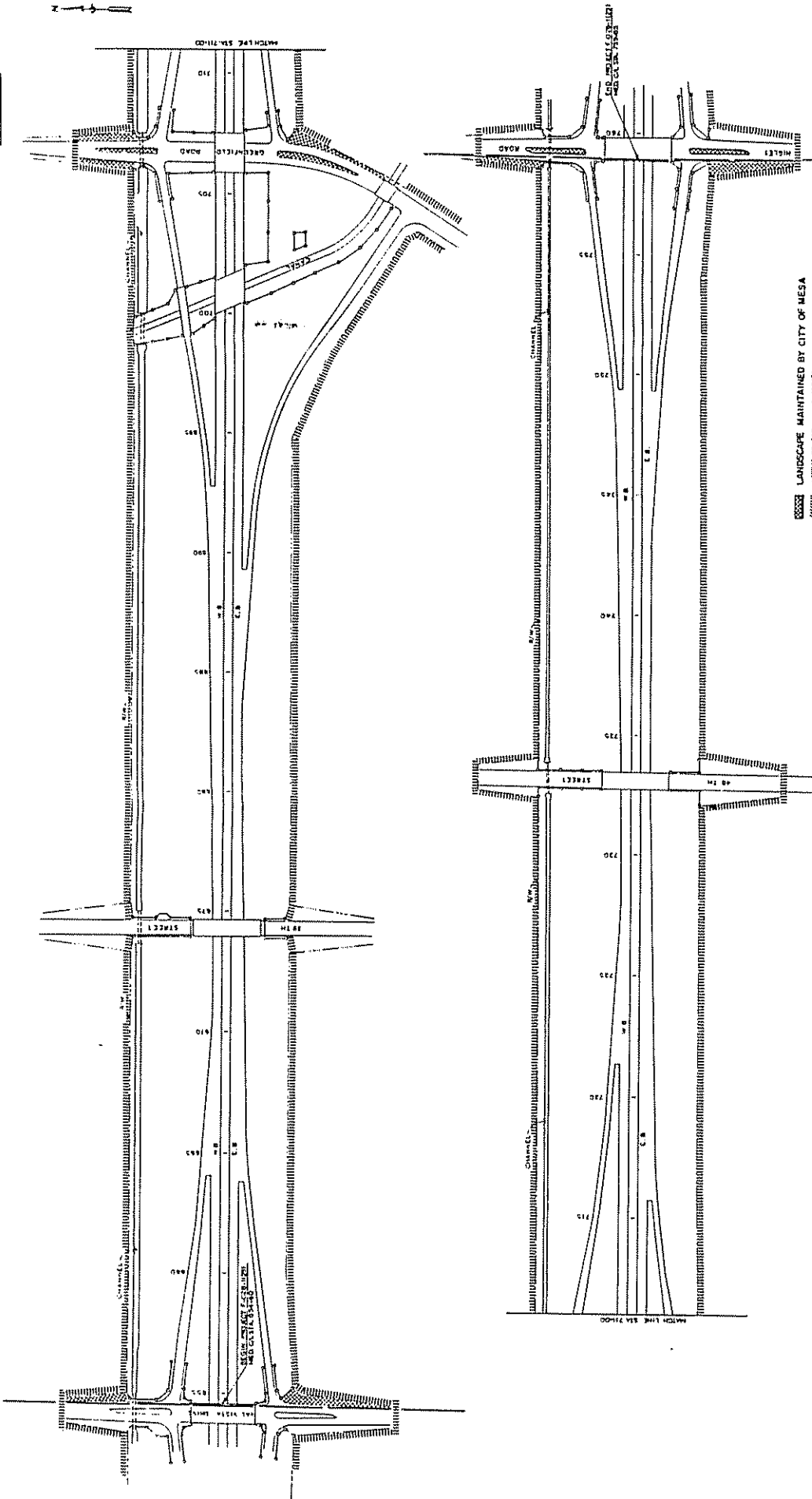
DATE	7/21
BY	7/21
SCALE	1" = 100'
PROJECT NO.	360 HA 14
DATE	7/21
BY	7/21
SCALE	1" = 100'

TRACS NO H0457 04C

# PROJECT PLANS MAINTENANCE EXHIBIT

DATE	BY	PROJECT NO.	SHEET NO.	TOTAL SHEETS
11/11/11	11/11/11	F-028-1129	1	2

350 VA 12



UNION DEPARTMENT OF TRANSPORTATION		SHEET NO.		TOTAL SHEETS	
ROADSIDE DEVELOPMENT SERVICES		SHEET NO.		TOTAL SHEETS	
LANDSCAPING IRRIG. PLAN		SHEET NO.		TOTAL SHEETS	
F-028-1129		SHEET NO.		TOTAL SHEETS	
350 VAL VISTA DR-HICKEY RD.		SHEET NO.		TOTAL SHEETS	

TRACS NO. H0456 04C

OF 2

RESOLUTION

BE IT RESOLVED on this 26th day of May 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Mesa for the purpose of landscaping certain areas within the right of way on the Superstition Freeway (SR 360), from Val Vista Dr. - Higley Rd./Higley Rd. - Power Rd.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director  
Arizona Department of  
Transportation

RESOLUTION NO. 6201

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF MESA WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION.

Section 1: That the agreement for construction of a reclaimed water line and furnishing reclaimed water for landscaping on the Superstition Freeway (S.R. 360), from Val Vista Drive to Power Road, between the City of Mesa and the Arizona Department of Transportation is hereby approved.

Section 2: That the City Manager is authorized and directed on behalf of the City of Mesa to execute the agreement and the City Clerk is authorized and directed to attest to the signature of the City Manager thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 5<sup>th</sup> day of February, 1990.

APPROVED:

MK "Peggy" Rubach

Mayor

ATTEST:

SM Eagan  
City Clerk





APPROVAL OF THE CITY ATTORNEY

*I hereby state that I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, STATE ENGINEER and the CITY OF MESA and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.*

DATED this 5<sup>TH</sup> day of February, 1989.

Neal Beets

City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR-90-1005-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 26<sup>th</sup> day of February, 1990.

ROBERT K. CORBIN  
Attorney General

A handwritten signature in black ink, appearing to read "James R. Kelley", is written over a horizontal line.

Assistant Attorney General  
Transportation Division